IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 8118 of 2000

For Approval and Signature:

Hon'ble MR.JUSTICE PRADIP KUMAR SARKAR

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

BAYER ABS LTD

Versus

GEB

Appearance:

1. Special Civil Application No. 8118 of 2000

MR RAJNI H MEHTA for Petitioners

MR AD OZA for Respondent No. 1

CORAM : MR.JUSTICE PRADIP KUMAR SARKAR

Date of decision: 15/09/2000

ORAL JUDGEMENT

1. Heard Mr. Rajni Mehta, learned Sr. Counsel with Mr. Ajay Mehta for the petitioner and Mr. A.D. Oza, learned counsel with Mr. Dipak Dave appearing for Gujarat Electricity Board. Rule. Learned counsel Mr. A.D. Oza waives service of rule on behalf of respondent

Gujarat Electricity Board.

2. During the course of argument, learned counsel of both the parties draws my attention to Clause (xi) of the Agreement executed between the petitioner and the respondents on 28-6-1995. Clause (xi) of the Agreement reads as under:-

" (xi) In the event of any dispute or difference, these will be settled at the joint level of Board's and Company's Chairman/Managing Director if need be. "

3. Learned counsel of both the parties agreed that the present dispute may be settled in terms of Clause (xi) of the Agreement. Learned counsel for the petitioner further submitted that, if the matter is not settled between the parties as per Clause (xi) of the Agreement, petitioner may be permitted to file a fresh petition. It is also submitted by learned counsel for the petitioner that, the petitioner is now paying the electricity charges as per present calculation given by the Board, and this Court has also directed that the petitioner be allowed to continue to pay the electricity charges as per the present bills and the Court has also stayed the payment of arrear till the decision of the dispute. The Chairman/ Managing Director of the Gujarat Electricity Board and the Chairman/ Managing Director of the Petitioner Company may settle the present dispute between the parties as per Clause (xi) of the Agreement, and till the decision of the matter as per Clause (xi), the petitioner Company will continue to pay charges as per the present billing method. If there is no settlement between the parties, the petitioner Company is at liberty to approach this Court.

4. With the aforesaid observation and direction, present petition is disposed of. Rule made absolute to the aforesaid extent. No order as to costs.

Dt: 15-9-2000 (P.K. Sarkar, J)

/vgn.